

ATTACHMENT B

**Professional Services Agreement
with UltraSystems Environmental
Incorporated**



County of Santa Barbara: General Services
Capital Division

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

UltraSystems Environmental Incorporated

For

Orcutt Library Environmental Services

PROJECT NUMBER: 20056



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Capital Division

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PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL ENVIRONMENTAL SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and UltraSystems Environmental Incorporated, a corporation formed in California ("Consultant" or "Contractor" and, together with County, collectively, the "Parties" and each individually a "Party").

PART 1 - RECITALS

- 1.01 WHEREAS**, this Professional Services Agreement ("PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional planning consulting services to Owner in connection with County Project Number 20056, Orcutt Library and Community Center environmental services ("Project"); and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications-based selection process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined herein.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide services to the County as set forth herein ("Services").

2.02 Maximum Compensation

- A. The sum of all payments made to Consultant pursuant to this PSA for the performance of the Services specified in the SOW and Attachment 1 shall not exceed three hundred seventy three thousand six hundred thirty seven (\$373,637.00) dollars three hundred thirty nine thousand six hundred seventy (\$339,670.00) ("Base Contract Amount"). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to a duly executed Change Order in accordance with Part 10.03 below shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto ("Supplemental Services Amount"). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C, attached hereto ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond the Base Contract Amount before execution of a Change Order for Supplemental Services in accordance with Part 10.03, or in excess of the Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2.03 Term

- A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of 15 months thereafter, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

2.04 Scope

- A. The services ("Services") and deliverables ("Deliverables") described in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and Attachment 1 and incorporated herein



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by reference (Exhibit A and Attachment 1, collectively, the "SOW"), establish the extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") hereunder.

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information

- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
 - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Approval & Permit Fees

- A. Owner will pay all fees required by any jurisdiction having authority over the Project for filing and checking of any filing prepared by Consultant that is required for the performance of the Services, and such standard fees as are charged any governmental Agency for the issuance of approvals and permits by such governmental agency necessary for the performance of the Services.

PART 4 - PROJECT SCOPE OF WORK (SOW)

4.01 Changes in Scope

- A. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change. If the Director of the County's General Services Department ("Director"), or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3, and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL.
- B. If Consultant contends that there is a material increase in the Service(s) or Deliverable(s) required to complete the Services and requests additional compensation hereunder for the performance of such Supplemental Services, and such increase is not in any way attributable to any act or omission of, or on behalf of, Consultant or any Subconsultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, and the Director, or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant hereunder may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3 and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL. OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM,



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also include a determination of any other Supplemental Services necessary to complete the Project.

- C. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant If shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.
- D. Depending on the details of the design, this could consist of a determination that the prior EIR analyzed all impacts, an addendum, a supplemental EIR, or a subsequent EIR to meet the legal requirements of the project's environmental consequences.

PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

5.01 Consultant as Independent Contractor

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County.

5.02 No Assignment; Consultant's Use of Subconsultants

- A. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, directly or indirectly, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County in each instance, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect. Notwithstanding the foregoing, Consultant may use the subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant shall not engage any subconsultant(s) in the performance of Services, other than the Subconsultants identified in Exhibit B, without the prior written approval of the OPM in each instance.

5.03 Consultant's General Responsibilities

The following General Responsibilities shall apply to all Services under this Agreement.

- A. Standard of Care
 - 1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
 - 2. At all times during the Term, Consultant shall ensure the performance of all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
 - 3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate government agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the Standard of Care.
- B. Funding by Governmental Agencies
 - 1. If the Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of all such Federal, State, and outside funding sources.
- C. HCAI (formally known as OSHPD) Jurisdiction



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1. If the Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Deliverables and performance of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services
1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner via a duly executed Change Order.
 2. The Milestone Schedule for completion of the Consultant's Services is set forth in the SOW.
- E. Submittal of Deliverables
1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.
 2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other instruments of Service, and computer flash drives containing each submittal to County hereunder in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.
- F. Printing & Reproduction
1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
 2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
 3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.
- G. Meetings
1. Required meetings are as specifically identified in the SOW.
 2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted or attended by Consultant in connection with the performance of Services hereunder. This includes meetings that are chaired by the OPM.
 3. The Consultant's compensation for attendance at and preparation of minutes for all such meetings is included in Base Contract Amount.
- H. Consultant's Staff and Subconsultants
1. Consultant's staff and Subconsultants are identified in Exhibit B, and are subject to the requirements set forth therein.
 2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval via a duly executed Change Order.

5.04 Basic Services & Deliverables: See Exhibit A

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule

- A. Consultant shall promptly perform all Services and Deliverables in accordance with the Project schedule approved by the County.
- B. Consultant shall perform all Services and Deliverables within the time and Project schedule set forth in this Agreement. Time is of the essence in this Agreement.



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- C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the Project schedule set forth in this Agreement.

PART 7 - INDEMNIFICATION & INSURANCE

7.01 Exhibit D Indemnification and Insurance Requirements

- A. Consultant shall comply with all indemnification and insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.

PART 8 - REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.
- B. The parties hereto are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

PART 9 - HAZARDOUS MATERIALS

9.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

PART 10 - COMPENSATION & PAYMENT

10.01 Compensation

- A. Payments will be made as set forth herein
 - 1. Maximum Compensation Limit
 - a. The Maximum Compensation Limit includes the maximum aggregate amount of compensation payable by the Owner to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the Maximum Compensation Limit specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
 - 2. Consultant's Compensation Schedule
 - a. Compensation payable to Consultant hereunder for Consultant's performance of the Services comprising of the CEQA major task milestones; Task 1: Kick-off meeting, Task 2: Project Description, Task 3: Field Investigation, Peer Review and Analysis, Task 4: Prepare and Circulate NOP, Initiate AB 52 Consultation, Scoping Meeting and Report, Task 5: Draft EIR and Screencheck Draft EIR, Task 6: Response to Comments and Final EIR, Task 7: Final Certification/Hearing. For the NEPA portion of the project the major tasks include Task 1: Project Initiation, Project Meetings and Scoping, Task 2: Prepare Technical Reports and Task 3:



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Administrative Draft EA/IS. as set forth in the SOW shall be on a fixed fee basis upon completion of each such Task and in the respective amounts for each such Task as set forth in the SOW.

- b. Consultant's Hourly Rate Schedule, applicable to Supplemental Services, is set forth in the SOW.

3. Changes

- a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA.

4. Prevailing Wages

- a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner) Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any negligent errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

10.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. All reimbursable expenses hereunder, including travel, mileage, copying, printing, plotting, And visualizations are included in the Base Contract Amount and shall not be invoiced more often than monthly.

10.03 Supplemental Services & Deliverables

- A. To the extent that County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables, such SSA is set forth in Section 1.c of Exhibit C. Consultant shall only commence work other than as set forth



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in the SOW pursuant to a Change Order duly executed by the Director or his Assistant Director designee ("Change Order"), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

10.04 Payment

A. Payment Requests

1. Owner will make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.

B. Invoices

1. Consultant may submit a Payment Request not more than once each month.

C. Progress Payments

1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

10.05 Release of All Claims

- A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.-

10.06 Timely Billings

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:

1. Services are performed; or
2. Billings are otherwise due pursuant to the terms of the PSA.

- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

10.07 Consultant's Accounting Records

A. Accounting System & Records Retention

1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.

B. Owner's Auditing Rights

1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.

C. Applicability to Subcontracts

1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

PART 11 - TERM & TERMINATION

11.01 Owner's Rights

A. Termination for Convenience



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1. The Director may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
2. If this PSA is so terminated, Consultant will be compensated as set forth below.

B. Termination for Breach

1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.
2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.

C. Suspension for Convenience

1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension(s) shall not constitute a breach of this Agreement.

- D.** The rights and remedies provided herein to Owner are cumulative and in addition to any other rights and remedies provided by law in this PSA.

11.02 Consultant's Compensation Upon Termination

- A.** In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
1. For fully Deliverables and Services performed and delivered by Consultant and accepted by County, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for such Deliverables, Services, and authorized expenses.
 2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B.** In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

11.03 Delivery of Documents

- A.** Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.

PART 12 - DISPUTE RESOLUTION



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12.01 Consultant's Questions & Concerns

- A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

12.02 Dispute Resolution During Construction

- A. Alternate Dispute Resolution (ADR)
 - 1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.
- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

12.03 Negotiations Before and During Mediation

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

12.04 Mediation

- A. Voluntary Mediation
 - 1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.
 - 2. Said Mediation is non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
- B. Initiation of Mediation
 - 1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.
- C. Request for Mediation
 - 1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
 - 2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.
- D. Selection of Mediator
 - 1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in meditation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
 - 2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.
- E. Qualifications of a Mediator:
 - 1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
 - 2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
 - 3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the



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parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.

F. Vacancies

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.

G. Representation

1. Any Party may be represented in the Mediation by person(s) of their choice who must have full authority to negotiate.
2. The names and addresses of such representative(s) must be communicated in writing to all Parties and to the Mediator.

H. Time and Place of Mediation

1. The Mediator will set the time of each Mediation session.
2. The Mediation will be held at a convenient location agreeable to the Mediator and the Parties, as determined by the Mediator.
3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties hereto may mutually exchange such memoranda.
2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

1. The Mediator does not have authority to impose a settlement on the Parties, but will attempt to assist the parties hereto in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the Parties, and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the Parties agree in writing in advance to such outside expert advice, to assume the expenses of obtaining such expert advice, and whether the arrangements for obtaining such expert advice will be made by the Mediator or one or more of the Parties.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further Mediation efforts would not contribute to a resolution of the dispute between the Parties.

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties, and with the consent of the Mediator.

L. Confidentiality



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1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
 - b. Statements made by the other Party in the course of the Mediation proceedings;
 - c. Proposals made or views expressed by the Mediator;
 - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.

P. Interpretation and Application of These Mediation Provisions

1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

Q. Expenses

1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

12.05 Compensation for Participation in Mediation

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Capitalization and Formatting



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- A. Terms capitalized in this PSA include those that are:
 - 1. Specifically defined; or
 - 2. Titles of Parts or paragraphs; or
 - 3. Titles of reports or Deliverables; or
 - 4. Titles of other documents.
- B. Unless otherwise indicated, **highlighted**, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.
- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

13.02 Force Majeure

- A. Neither party hereto shall be liable to the other Party hereto for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission by or on behalf of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such delay promptly provides written notice to the other Party specifying the cause and a good faith estimate of the duration of such delay ("Force Majeure Notice"), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to immediately terminate this Agreement upon written notice to Consultant.

13.03 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

13.04 Timely Approvals

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval shall not be unreasonably withheld or delayed.

13.05 Ownership & Use of Deliverables and Instruments of Service

- A. Owner shall be the owner of the following items in connection with this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner.
 Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy,



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adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions and all Deliverables provided to County hereunder. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder, including all licenses and permissions as may be necessary for County to use all Deliverables produced by Consultant hereunder. Consultant warrants that no Copyrightable Works and Inventions or any other item provided under this Agreement will infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

- B. This Part 13.05 shall survive expiration or termination of this PSA.
- C. Consultant is not entitled to any fees for Owner's use of any Deliverable or instrument of Service unless Owner enters into a separate agreement with Consultant specifically providing for such fees.

13.06 Reliance

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's authorized consultants.

13.07 Taxes

- A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

13.08 Conflicts of Interest

- A. Consultant covenants that Consultant presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this PSA. Consultant further covenants that in the performance of this PSA, no person having any such interest shall be employed or otherwise engaged by Consultant or any Subconsultant. Consultant must promptly disclose to Owner, in writing, any potential conflict of interest. Owner retains the right to waive a conflict of interest disclosed by Consultant if Owner determines it to be immaterial, and such waiver is only effective if provided by Owner to Consultant in writing.

13.09 No Publicity or Endorsement

- A. Consultant shall not use Owner's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Consultant shall not use Owner's name or logo in any manner that would give the appearance that the Owner is endorsing Consultant. Consultant shall not in any way contract on behalf of or in the name of Owner. Consultant shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Owner or its projects, without obtaining the prior written approval of Owner.

13.10 Non-Discrimination



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- A. Owner hereby notifies Consultant that Owner's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this PSA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Consultant agrees to comply with said ordinance.

13.11 Execution in Counterparts

- A. This PSA may be executed electronically and in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

13.12 Governing Law

- A. This PSA shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

PART 14 - NOTICES

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the respective representative(s) of Owner and Consultant at their respective addresses as shown in Exhibit E ("Notices"), attached hereto and incorporated herein by reference.

PART 15 - LIMITS OF AGREEMENT

- A. This PSA, including all Exhibits hereto, together with the Request for Qualifications and Proposals for Project 20056 pursuant to which this Agreement was procured and which is attached hereto as Attachment 1 and hereby incorporated herein by reference ("RFQ/P"), and Consultant's Proposal submitted to County in response to same, a copy of which is attached hereto as Attachment 2 ("Proposal"), constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

PART 16 - ORDER OF PRECEDENCE

- A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits and Attachments, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits and Attachments, other than Exhibit D, which shall control and prevail. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal (attached hereto as Attachment 2), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P) other than Consultant's Proposal shall take precedence and control and prevail.



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PART 17 - EXHIBITS

- A. The following listed Exhibits and Attachments referred to herein are incorporated in this PSA as though set forth in full.
1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
 2. Exhibit B, "Consultant's Staff & Subconsultants"
 3. Exhibit C, "Consultant's Compensation"
 4. Exhibit D, "Indemnification And Insurance Requirements"
 5. Exhibit E, "Notices"
 6. Exhibit F, "Federal Provisions"
 7. Attachment 1: RFQ/P
 8. Attachment 2: Consultant's Proposal

[Signatures appear on the following page.]



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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date executed by all of the parties hereto.

County of Santa Barbara

By: _____
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONSULTANT:
UltraSystems Environmental, Incorporated

By: _____
Deputy

DocuSigned by:
BETSY LINDSAY
By: _____
Name: BETSY LINDSAY
Title: President/CEO

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
Lauren Wideman
By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR CONTROLLER

Signed by:
Shawna Jorgensen
By: _____
Deputy

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGER

Signed by:
Greg Milligan
By: _____
Risk Manager

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
Kirk Lagerquist
By: _____
Department Head

END OF AGREEMENT



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EXHIBIT A

SCOPE OF WORK; HOURLY RATES

Consultant shall perform all of the following services set forth in this Scope of Work ("Services") in exchange for the fixed fee Base Contract Amount set forth in the table below and in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit.

SCOPE OF WORK:

Environmental & NEPA/ CEQA Analysis: Consultant shall evaluate the existing Environmental Impact Report (EIR) and site for potential environmental impacts based on the change of scope. The resulting document needs to be in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The Consultant will need to peer review and provide feedback on the content of the technical studies and reports for the report. The Consultant will evaluate and prepare the appropriate CEQA/NEPA document based on the change of scope. Depending on the details of the design, this could consist of an addendum, a supplemental EIR, or a subsequent EIR to meet the legal requirements of the Project's environmental consequences. The resulting document will serve as an informational document for the public and County Santa Barbara decision makers including the Board of Supervisors. The resulting NEPA document will be used to meet the Project's grant requirements.

Phase 1: Initial Environmental Study

Environmental & NEPA/CEQA Analysis: The Consultant shall conduct or subcontract with others to conduct peer review of and provide feedback on the content of technical studies and reports for the Project. All of the technical studies and reports for the Project site and community center project have been completed for the previous EIR. It will be the Consultants responsibility to decide which studies and reports must be updated or completed based on the new scope of work as set forth in the Contract. This assessment must be completed by the Consultant and the list of technical studies/reports that will be required will be reviewed by the County of Santa Barbara. The Consultant will also prepare a draft Project description to be reviewed by the Project team and the County of Santa Barbara.

Phase 2: Environmental Documentation

Preparation of Environmental Document for Parcel Acquisition: The Consultant shall provide Environmental documentation prior to property acquisition. At a minimum, a phase 1 environmental study must be completed. Consultant must prepare and provide proper documentation to facilitate the acquisition of the five parcels.

Preparation of CEQA/NEPA Environmental Document: The Consultant shall prepare the appropriate CEQA/NEPA document to evaluate the revised Project description. This document shall be in accordance with the standards set forth by the State and National requirements for CEQA and NEPA. The document shall incorporate public comments and staff comments, as required by law. The Consultant shall prepare all draft documents, outreach materials, required sections, a mitigation monitoring and reporting program if required, Project alternatives if required and Statement of Overriding Considerations if required. This includes all Notices related to the EIR. Any required public hearings or decision maker hearings must be attended by the Consultant.



Other Project Requirements & Expectations

For all submittals to the County, the Consultant shall, at no additional cost to the County, correct errors, omissions, whether discovered during or after the completion of the review process. Electronic format files will be required for all submittal phases.

All deliverables shall be prepared in accordance with the latest County and Federal policies, procedures, manuals and standards. All deliverables will be in English units. At the conclusion of the Project, electronic transmittal of files will be required. Reports shall be in MS Word format. The County shall be the owner of all work produced for this Project and such work shall be provided by the Consultant at the County's request.

Consultant shall coordinate with and inform the County Project Manager of schedule, or budget changes.

Other Scope of Work Expectations:

Consultant shall be expected to include review of the existing conditions of approval for the Project. The Consultant is also responsible for understanding existing conditions of the parcels comprising the Project site (terrain, site specific characteristics, circulation, surrounding environment and other aspects of the parcels and the surrounding community) to inform the development of the EIR.

The Consultant required expectations through all task include, however not limited to:

- Regular progress meetings with core Project team:

The Project Team shall meet on a weekly basis in-person or virtually. The purpose of these meetings is to briefly update County staff on the status of the Project. The Consultant shall prepare agendas, including schedule/budget updates, and distribute at minimum 24 hours prior to each meeting. Meeting minutes for each meeting shall be distributed to the Project Team within 48 hours of meeting completion each week.

- Milestone updates/presentations
- Schedule Management:

The Consultant shall meet the Project schedule approved in the Contract and communicate any possible subsequent changes to the Project timeline to the County Project manager.


- Stakeholder meetings to gather necessary data to aid in the EIR development.
- Community engagement where necessary
- Standards of Document Quality:

The selected Consultant shall provide complete and thorough documents developed without grammatical or punctuation errors. A qualified member of the selected Consultant's team shall perform final quality assurance/quality control review on all documents.

- Draft EIR Documents issuance for review and final EIR Document acceptance by the County.

Attend, and/or otherwise support County staff with certain tasks associated with presentations to the Board of Supervisors and other decision-maker hearings required

Base Contract Amount Compensation Schedule:

		TASK COST BREAKDOWN - COUNTY OF SANTA BARBARA NEPA EA / FONSI																														
Labor Categories >>>		Principal	Senior Project Manager	Deputy Project Manager	Senior Principal Engineer	Scientist/Engineer	Senior Planner	Associate Planner	Planner/Engineer/Analyst	Senior Biologist II	Staff Biologist I	Cultural Specialist	Archaeologist	Senior GIS Analyst	GIS Technician	Word Processor	Total	Vehicle Travel		Direct Costs		Direct Expense	Total (rounded)									
Hourly Rate by Labor Category >>>		\$200.00	\$185.00	\$190	\$190.00	\$185.00	\$170.00	\$165.00	\$160.00	\$170.00	\$155.00	\$165.00	\$160.00	\$165.00	\$125.00	\$130.00	Hours	Cost	Miles	\$0.700	Subs	Markup	Direct Expense	Total (rounded)								
None																											10%					
NEPA - ENVIRONMENTAL ASSESSMENT/FINDING OF NO SIGNIFICANT IMPACT																																
3.0	PROJECT INITIATION, PROJECT MANAGEMENT, SCOPING																															
3.1	Project Kick-off Meeting	12	1	1	0	1	0	0	0	0	0	0	0	0	0	0	4	\$755.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$760								
3.2	Project Management	12	1	1	0	4	0	0	0	0	0	0	0	0	0	0	36	\$6,865.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$6,900								
3.3	Scoping	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	\$1,710.00	0	\$105.00	\$0.00	\$0.00	\$0.00	\$1,815								
3.0	TECHNICAL REPORTS	17	19	0	5	0	15	0	0	0	0	0	0	0	0	4	2	62	\$11,525.00	150	\$105.00	\$0.00	\$0.00	\$775.00	\$11,910							
2.1	Section 106 Consultation for Cultural Resources	2	4	0	0	0	0	4	4	0	0	0	4	4	0	0	2	24	\$4,880.00	0	\$0.00	\$1,500.00	\$0.00	\$0.00	\$7,380							
2.0	Section 106 Consultation for Cultural Resources (Subtotal)		4	0	0	0	0	4	4	0	0	0	4	4	0	0	2	24	\$4,880.00	0	\$0.00	\$1,500.00	\$150.00	\$0.00	\$7,330							
3.0	ADMINISTRATIVE DRAFT ENVIRONMENTAL ASSESSMENT																															
3.1	Prepare Administrative Draft EA	0	24	0	16	12	24	24	16	5	6	6	6	6	6	0	144	\$4,080.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$4,080								
3.2	Technical Analysis	0	4	0	0	4	4	4	4	4	4	4	4	4	4	0	36	\$9,270.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$9,270								
3.3	Public Draft EA	0	4	0	0	0	4	2	2	0	0	0	0	0	0	0	2	14	\$2,270.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$2,270							
3.4	Notice of Availability	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$150.00	0	\$0.00	\$0.00	\$0.00	\$150								
3.5	Public Circulation of the Draft EA	0	3	1	0	0	0	4	2	0	0	0	0	0	0	0	2	11	\$1,285.00	0	\$0.00	\$0.00	\$550.00	\$0.00	\$2,140							
3.0	ENVIRONMENTAL ASSESSMENT		36	19	16	24	32	32	24	10	10	10	10	10	10	0	173	\$37,620.00	0	\$0.00	\$0.00	\$550.00	\$0.00	\$38,520								
4.0	RESPONSE TO COMMENTS	2	0	0	2	0	12	12	12	0	0	2	0	0	0	0	4	52	\$9,740.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$9,740							
4.2	Final EA/FONSI	2	4	0	0	0	4	4	4	0	0	0	0	0	0	0	2	16	\$2,770.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$3,340							
TOTALS		23	69	0	27	18	51	14	24	0	0	2	0	0	0	4	68	\$13,510.00	0	\$0.00	\$0.00	\$230.00	\$0.00	\$13,840								
TOTAL COST		\$4,600	\$13,455	\$0	\$5,130	\$3,260	\$8,710	\$8,250	\$8,000	\$3,700	\$1,550	\$2,440	\$2,400	\$2,860	\$760	\$500	232	\$65,615.00	150	\$105.00	\$3,500.00	\$350.00	\$3,155.00	\$70,025								

The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to any and all Supplemental Services performed during the Term in accordance with duly executed Change Orders.



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STANDARD RATE SCHEDULE
 Effective January 2025

PROFESSIONAL STAFF	Hourly
Principal	\$200
Director	\$200
Senior Project Manager	\$195
Project Manager	\$190
Senior Principal Engineer	\$190
Senior Scientist/Engineer	\$185
Scientist/Engineer	\$180
Staff Scientist/Engineer	\$175
Senior Planner	\$170
Associate Planner	\$165
Planner/Environmental Analyst	\$160
Senior Biologist II	\$170
Senior Biologist I	\$165
Staff Biologist II	\$160
Staff Biologist I	\$155
Associate Biologist	\$150
Cultural Specialist	\$165
Archaeologist	\$160
Cultural Monitor	\$130
Senior GIS Analyst	\$165
GIS Technician	\$160
Word Processor	\$130
Intern	\$100

Building Services

Field Management	\$150
ACM Air Monitor/Lead Inspector/Sampling	\$130

Note: ACM/LBP Removal quoted per job basis

FIELD EQUIPMENT	Daily	Weekly
Excavation Screen	\$5	\$20
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	\$15	\$60
Garmin GPS (non-Trimble)	\$5	\$20
iPad Data Tablet	\$25	\$100
Kestrel Anemometer (or equivalent)	\$5	\$20
Photoionization detector (PID) or equivalent	\$100	\$400
Quest SoundPro SP-DL-1-1/3 Sound Level Meter (or equivalent)	\$110	\$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	\$65	\$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	\$120	\$560
XRF Analyzer	\$95	\$380

END EXHIBIT A



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EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal in- Charge on behalf of Consultant shall be Betsy Lindsay. Consultant declares that Consultant's Project Manager shall be Hina Gupta.
- B. Consultant will only employ subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/P for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contracts to Owner.
- C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without the prior written approval of the Director, or his Assistant Director designee, in each instance. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to Owner, and subject to Owner's prior written approval.

List of Consultant's Staff

Billye Breckenridge
 Dr. Michael Rogozen
 Michelle Tollett
 Allison Carver
 Megan Doukakis
 Michael Milroy
 Steven Borjeson
 Victor Paitimusa

List of Subconsultants:

Justin Tucker	<i>VMT Transportation Study</i>
Mark Drollinger	<i>Hazards and Hazardous Materials</i>

END EXHIBIT B



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EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the performance of all of the Services described in <u>Exhibit A ("Consultant's Scope of Work")</u> shall be:	
	CEQA -EIR/NOD	\$269,510
	NEPA -EA/FONSI	\$70,160
	SUBTOTAL: Base Contract Amount	\$339,670
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
	Supplemental Services Allowance for Supplemental Services that may be authorized by the Owner in writing pursuant to a duly executed Change Order issued during the Term in accordance with Part 10.03, above.	
c.		\$33,967
d.	MAXIMUM COMPENSATION LIMIT (a+b+c)	\$373,637

2. PROGRESS PAYMENTS

- For **the Base Contract Amount**, progress payments will be on a **FIXED FEE** basis for completion of each of milestone in accordance with Exhibit A.
- For Consultant compensation payable hereunder in terms of an **HOURLY FEE** (i.e., for Supplemental Services performed in accordance with duly executed Change Order(s)), payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A, above, (**Consultant must include substantiating documentation for each payment request hereunder, including a breakdown of the staff hours for particular tasks performed as a task-fee breakdown**)
- Only invoices identifying personnel listed in Exhibit A or B, above, will be accepted by Owner as valid substantiation for hourly fee payment requests.
- Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period. including, but not limited to, all completed milestones and deliverables.

END EXHIBIT C



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EXHIBIT D
Indemnification and Insurance Requirements
(For Environmental Contractors and/or Consultant Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by any of the CONTRACTOR, its agents, representatives, employees, Subconsultants, and subcontractors.

A. Minimum Scope of Insurance Coverage
 shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and **\$4,000,000 in the aggregate.**
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions



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The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors, including, but not limited to, Subconsultants, maintain, at all times during the Term, insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors and Subconsultants.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made



County of Santa Barbara: General Services
Capital Division

basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements set forth herein shall not be deemed as a waiver of any rights on the part of COUNTY.

END EXHIBIT D



County of Santa Barbara: General Services
Capital Division

EXHIBIT E

NOTICES

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

a. Owner:

County of Santa Barbara
Capital Division
260 North San Antonio Road – Casa Nueva
Santa Barbara, CA 93110-1315

Attention: John Green, Assistant Director, General Services Department
(805) 896-2236/ jlgreen@countyofsb.org

b. Consultant:

UltraSystems Environmental Incorporated
16431 Scientific Way
Irvine, CA 92618

Attention: Betsy Lindsay, CEO
(949) 788-4900x227 blindsay@ultrasystems.com

END EXHIBIT E



County of Santa Barbara: General Services
Capital Division

ATTACHMENT 1

RFP/RFQ



REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ENVIRONMENTAL SERVICES

**SANTA BARBARA COUNTY
GENERAL SERVICES DEPARTMENT
ORCUTT LIBRARY AND COMMUNITY CENTER
Project # 20056**

ORCUTT, CALIFORNIA

**Santa Barbara County – General Services Department
260 N San Antonio Rd – Casa Nueva
Santa Barbara, CA 93110**

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- A FORM OF AGREEMENT
- B PARCEL MAP EXHIBIT
- C LIBRARY SCHEMATIC SITE PLAN AND BUBBLE DIAGRAM
- D PRELIMINARY OASIS CENTER PLANS
- E OASIS CENTER ENVIRONMENTAL IMPACT REPORT

1.0 INTRODUCTION

The County of Santa Barbara (“County”) General Services Department is soliciting qualifications and proposals (“Proposals”) from qualified entities (“Proposers”) to provide environmental documentation and analysis services. Qualifications and proposals from an experienced consultant team demonstrating expertise in providing the required environmental documents for a complex that includes the Orcutt Library and a separate community center (“Project”). The proposed library and the community center will be located in Orcutt, California in Northern Santa Barbara County.

The Friends of the Orcutt Library and the Santa Maria City Librarian have proposed relocating the existing Orcutt Branch Library from its current leased location in Old Town Orcutt to an expanded facility under future County ownership. This expansion will allow for increased library services, designated workspace for professionals and students and flexible space for community residents. The OASIS senior center is also looking to expand and find a suitable location that meets the needs for its members. Co-locating these projects at a single location allows the public to utilize both facilities.

The Project shall include:

- Conduct an Initial Study to determine the appropriate technical studies and level of environmental documentation for both property acquisition and project construction.
- Prepare environmental document. The county is anticipating an Environmental Impact Report (EIR)/Environmental Assessment (EA) to allow participation from the public. The environmental document must meet both the CEQA/NEPA requirements.

The County shall provide any readily available documents to assist in the environmental review process and updating the environmental document. This includes existing design plans, existing technical studies and environmental impact report for the OASIS senior center (community center).

The final deliverables (“Documents”) shall include an initial study with the required environmental recommendations based on the scope of work, environmental documentation for the property acquisition and CEQA/NEPA documents per the recommendation of the study.

The purpose of this Request for Qualifications and Proposals (“RFQ/P”) is to solicit meaningful responses so that the County may select from among a range of Proposals that best meet our needs and requirements. The County urges all interested parties to carefully review the requirements of this RFQ/P. Written Proposals, including qualification submittals containing the requested information will serve as the primary basis to be considered for the interview phase of the selection process. All responses will be reviewed by the Selection Committee. The County reserves the right to select a Proposer based on their Proposal in response to this RFQ/P and/or to conduct interviews at their discretion, however the intent is to make final selection based upon the interview phase of the selection process.

General Services will act as the main point of contact and support for this Project with potential involvement from other County departments, public agencies, community constituents, and other

stakeholders with interest in the Project. The County will award a single environmental contract (“Contract”) for the services contemplated herein, in the form of the Form of Agreement attached hereto as Attachment A (“Form of Agreement”).

2.0 BACKGROUND

The Project site is comprised of five parcels. The acreage for APN: 105-020-063 is 4.16 acres, APN: 105-020-064 is 1.12 acres, APN: 105-020-061 is 0.32 acres, APN: 105-020-060 is 5.50 acres and APN: 105-020-062 is 4.76 acres, see Attachment B for parcel map exhibit. All the above listed parcels are zoned for open space and nonrecreational purposes. The Project site currently has an approved access easement from the adjacent parcel, APN 105-020-041. Based on input from the Friends of the Orcutt Library and the City of Santa Maria Library Director, the proposed library building should be designed to approximately 20,000 square feet. The current plans for the OASIS senior center propose a 14,069 square foot two-story building with a 1,600 square foot bar-b-que area and storage building with walking paths thereto. These developments will require public improvement plans to include; access roads with curb, gutter and sidewalk parking and traffic circulation, storm water detention, new utility services and fire protection requirements from the County of Santa Barbara Fire standards. In addition landscaping plans, documentation and plans to meet the County of Santa Barbara Clean Water standards and drainage analysis to meet the County of Santa Barbara flood control requirements will be required. The environmental documentation should reflect these aspects of the Project.

3.0 PROJECT GOAL

The overall goal of this Project is to provide the Orcutt Community with a new library. The new library will provide a central hub for the community to utilize with existing and future activities for local organizations.

4.0 SCOPE OF WORK

The Project focuses on the environmental portion of the Project.

Environmental & NEPA/ CEQA Analysis: Evaluate the existing Environmental Impact Report (EIR) and site for potential environmental impacts based on the change of scope. The resulting document needs to be in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The Consultant will need to peer review and provide feedback on the content of the technical studies and reports for the report. The Consultant will evaluate and prepare the appropriate CEQA/NEPA document based on the change of scope. Depending on the details of the design, this could consist of an addendum, a supplemental EIR, or a subsequent EIR to meet the legal requirements of the Project’s environmental consequences. The EIR will serve as an informational document for the public and County Santa Barbara decision makers including the Board of Supervisors. The resulting NEPA document will be used to meet the Project’s grant requirements.

4.1 Phase 1: Initial Environmental Study

4.1.1 Environmental & NEPA/CEQA Analysis: The selected Consultant would conduct or subcontract with others to conduct peer review of and provide feedback on the content of technical studies and reports for the Project. All of the technical studies and reports for the Project site and community center project have been completed for the previous EIR. It will be the Consultants responsibility to decide which studies and reports must be updated or completed based on the new scope of work as set forth in the Contract. This assessment must be completed by the Consultant and the list of technical studies/reports that will be required will be reviewed by the County of Santa Barbara. The Consultant will also prepare a draft Project description to be reviewed by the Project team and the County of Santa Barbara.

4.1.3.1 Deliverable: Assessment of Technical Studies/Reports needed and completion of required studies and documents.

4.2 Phase 2: Environmental Documentation

4.2.1 Preparation of Environmental Document for Parcel Acquisition: Environmental documentation must be submitted prior to property acquisition. At a minimum, a phase 1 environmental study must be completed. Consultant must prepare and provide proper documentation to facilitate the acquisition of the five parcels.

4.2.2.1 Deliverable: Environmental Documentation for Parcel Acquisition

4.2.2 Preparation of CEQA/NEPA Environmental Document: The Consultant shall prepare the appropriate CEQA/NEPA document to evaluate the revised Project description. This document shall be in accordance with the standards set forth by the State and National requirements for CEQA and NEPA. The document shall incorporate public comments and staff comments, as required by law. The Consultant shall prepare all draft documents, outreach materials, required sections, a mitigation monitoring and reporting program if required, Project alternatives if required and Statement of Overriding Considerations if required. This includes all Notices related to the EIR. Any required public hearings or decision maker hearings must be attended by the Consultant.

4.2.2.2 Deliverable: Environmental Impact Report

4.5 Other Project Requirements & Expectations

4.5.1 For all submittals to the County, the Consultant shall, at no additional cost to the County, correct errors, omissions, whether discovered during or after the completion of the review process. Electronic format files will be required for all submittal phases.

4.5.2 All deliverables shall be prepared in accordance with the latest County and Federal policies, procedures, manuals and standards. All deliverables will be in English units. At the conclusion of the Project, electronic transmittal of files will be required. Reports shall be in MS Word format. The County shall be the owner of all work produced for this Project and such work shall be provided by the Consultant at the County's request.

4.5.3 Coordinate with and inform the County Project Manager of schedule, or budget changes.

4.6 Other Scope of Work Expectations:

Consultant shall be expected to include review of the existing conditions of approval for the Project. The Consultant is also responsible for understanding existing conditions of the parcels comprising the Project site (terrain, site specific characteristics, circulation, surrounding environment and other aspects of the parcels and the surrounding community) to inform the development of the EIR.

Required expectations through all task include, however not limited to:

- Regular progress meetings with core Project team:
The Project Team shall meet on a weekly basis in-person or virtually. The purpose of these meetings is to briefly update County staff on the status of the Project. The Consultant shall prepare agendas, including schedule/budget updates, and distribute at minimum 24 hours prior to each meeting. Meeting minutes for each meeting shall be distributed to the Project Team within 48 hours of meeting completion each week.
- Milestone updates/presentations
- Schedule Management:
The Consultant shall meet the Project schedule approved in the Contract and communicate any possible subsequent changes to the Project timeline to the County Project manager.
- Stakeholder meetings to gather necessary data to aid in the EIR development.
- Community engagement where necessary
- Standards of Document Quality:
The selected Consultant shall provide complete and thorough documents developed without grammatical or punctuation errors. A qualified member of the selected Consultant's team shall perform final quality assurance/quality control review on all documents.
- Draft EIR Documents issuance for review and final EIR Document acceptance by the County.
- Attend, and/or otherwise support County staff with certain tasks associated with presentations to the Board of Supervisors and other decision-maker hearings required.

5.0 OTHER PROJECT CONSULTANTS

The County may contract with separate consultants as necessary for related work. It is expected the selected Consultant from respondents to this RFQ/P ("Proposers") will work with the County to coordinate any related work scope as necessary.

6.0 FEES AND TENTATIVE CONSTRUCTION BUDGET OUTLINE

The selected Consultant will be required to submit billings on a monthly basis, based on the Contract between the Consultant and County.

Travel time required by the Consultant to reach the designated meeting place or County staff office shall be included in all quoted fees and shall not be billed separately. There shall be no reimbursable expenses on this Project unless associated with additional services to the extent approved in advance in writing by County.

Section 10 (Item 8) outlines the cost proposal requirements for this phase of the Project. Each cost proposal submitted in response to this RFQ/P (“Cost Proposal”) shall be submitted and uploaded to the Public Purchase site by the deadline specified herein as a separate document clearly identifying the name of Proposer, the name of the Project, and labeled as “Sealed Cost Proposal.” Each Cost Proposal shall breakdown the Project into line items consistent with the scope of work presented herein and must include all costs associated with the Project. All costs shall be not-to-exceed amounts.

7.0 ANTICIPATED PROJECT DELIVERY

The following represents the anticipated schedule for the completion of the Environmental Documents. All dates are subject to change.

Notice to Proceed to Consultant	October 17, 2025
Initial Study	October 17, 2025- November 28, 2025
Environmental Documentation for Parcel Acquisition	October 17. 2025- November 28, 2025
65402 Conformity Review	October 17, 2025- November 28, 2025
NEPA Review	November 28, 2025- November 27, 2026
CEQA Review	November 28, 2025- November 27, 2026

8.0 REGISTERING WITH PUBLIC PURCHASE

Registering entities wishing to submit a Proposal in response to this RFQ/P must first register as a Supplier on the County of Santa Barbara Public Purchase website at Public Purchase: Vendor Registration. Successful registration will allow Proposers to receive email updates to the proposal process and the ability to upload their final Proposal package to the site. Proposers are recommended to register as a Supplier as soon as possible – it can take 24 to 48 hours for your account to become active.

To register as a Supplier, follow the steps below:

- a. Step 1) Registering as a Supplier with Public Purchase: Your first step should be to register as a supplier through Public Purchase. If you are already registered with Public Purchase, please skip this step and proceed directly to step two below. Once registered you will receive an activation email from notices@publicpurchase.com advising that your account is activated (Note: be sure to add this email address to your contacts to avoid bid notifications being sent to your junk folder rather than your inbox). It can take 24 to 48 hours for your account to become active.

- b. Step 2) Registering as a Supplier with the County: Once you have received your activation email from Public Purchase, log into Santa Barbara County Public Purchase homepage and accept the terms and conditions of use. You will need to register with Santa Barbara County and select the National Institute of Government Procurement (NIGP) Commodity Codes that relate to your business in order to receive email notifications of future bid opportunities.

It is important to complete Step 2 of the registration process (register with Santa Barbara County) or you will not receive notifications of upcoming proposal opportunities. It is your responsibility to keep your Supplier information updated in Public Purchase, particularly your contacts and email addresses.

9.0 PROPOSAL QUESTIONS

Questions or requests for clarification of this RFQ/P must be submitted in writing on the Public Purchase website (www.publicpurchase.com).

Submit Question Instructions:

- a. Click on the title of the bid,
- b. On the right of the bid page, click on [View/Ask Questions] to open a new page that lists all previous questions and answers.
- c. Click "Ask a Question" and enter your question here.

Answers may be provided directly and visible for all interested parties to see or provided as an addendum to this RFQ/P, posted on Public Purchase for review and consideration.

Do not contact County departments or County staff directly. Information obtained by such means is invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ/P, written addenda will be issued and posted on Public Purchase. Any amendment to this RFQ/P is valid only if in writing and posted to Public Purchase. Verbal conversations or agreements with any officer, agent, or employee of the County that purport to modify any terms or obligations of this RFQ/P are invalid.

All addenda for this RFQ/P will be distributed via Public Purchase.

It is each Proposer's responsibility to monitor the documents associated with the RFQ/P via Public Purchase. Failure of Proposer to retrieve addenda shall not relieve such Proposer of the requirements contained therein. Additionally, failure of Proposer to return a signed addendum, when required, may be cause for rejection of such Proposer's Proposal.

10.0 INSTRUCTIONS FOR PROPOSERS

Each Proposal submitted in response to this RFQ/P shall include the information described in this Section 11. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ/P. Excessive information will not be considered favorably.

General: The instructions below provide guidance for the preparation and submission of Proposals. Their purpose is to establish the requirements, format, and content of Proposals so that proposals are complete, contain all essential information, and can be evaluated fairly.

Submission and Content of Proposals: All Proposals must be received by the proposal submission deadline as identified in Section 7.0, above, and submitted via Public Purchase.

Proposals shall be formatted so they can be printed in 8 ½” x 11” format; drawings may be formatted for 11” x 17” sizing. All Proposal documentation shall be in 12-point font.

All Proposals will be valid for one hundred eighty (180) days.

All Proposals shall contain the following elements, **in the order presented below**. Proposals shall be divided into tabbed sections and should not exceed (25) twenty-five pages (each side of the page, if utilized is considered 2 pages – front and back).

10.1 Transmittal/Cover Letter: (two pages, if necessary) with the following information:

- Title of this RFQ/P
- Name and Mailing Address of Proposer (include physical location if mailing address is a P.O. Box)
- Year the Proposer's business entity was established (and registered with the California Secretary of State to do business in California).
- Type of business entity (partnership, corporation, etc.)
- Organizational structure of Proposer's business entity, its constituent parts and size variation of staff in the past five (5) years
- Name of Proposer contact person including title, address, email and telephone. This individual should be available by telephone or email to provide the location of Proposer's office that will be responsible for this Project.
- A statement by Proposer clearly identifying and requesting protection of any proprietary information included in such Proposer's Proposal if necessary. All Proposals may be considered public information. Subsequent to notice of intent to enter into a Contract with the selected Proposer, all or part of any and all Proposals may be released to any person who may request it. Therefore, Proposers may request in their Cover Letter if any portion of their Proposal should be treated as proprietary and not released as public information.
- Addenda Acknowledgement

10.2 Signatory Requirements: (one page) In order to receive consideration, the Cover Letter must be signed by an officer duly authorized by the Proposer to sign such material and thereby commit such Proposer to the obligations contained in this RFQ/P and its Proposal. **Further, the signing and submission of a Proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFQ/P and a commitment to enter into a binding Contract in the form of the Form of Agreement attached to this RFQ/P as Attachment A.** Each Proposal shall be signed by one of the following representatives:

- If the Proposer is a **partnership**, its Proposal shall be signed in the name of the partnership by all of the general partners required to legally bind the partnership or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing such authority to sign the Proposal, dated the same date as the Proposal and duly executed by all partners of such partnership.
- If the Proposer is a **corporation**, the Proposal shall include the full legal corporate name as registered with the California Secretary of State to do business in California, and the actual signature of the duly authorized officer of the corporation written (not typed) below the corporate name. The name and title of the office held by the person signing for such corporation shall be printed below the signature of the officer.
- If the Proposer is an **individual**, the Proposal shall be signed in the name of the individual Proposer.
- If the Proposer is doing business under a fictitious business name registered with the County of Santa Barbara, its Proposal shall reflect such fictitious business name after the full legal name of the Proposer and “dba” or “doing business as”.

10.3 Qualifications: (five pages) A synopsis of each proposed team member's qualifications and experience with public or government projects of similar type and size as described in this RFQ/P, including length of service with the Proposer and resume. Include an organization chart of the proposed staff to be assigned to this Project. For each sub-consultant to be used in connection with the Contract, provide sub-consultant name, area of expertise, the names of individual staff assigned to this Project and their role on the team.

10.4 Experience of Proposer: (five pages) A narrative of the Proposer’s qualifying background and experience with public or government projects of similar type and size as described in this RFQ/P. Individual project descriptions, including scope, project budget and schedule are encouraged.

10.5 Proposed Work Plan, Time Schedule and Workload: (three pages) Provide a work plan description addressing all scope of work tasks along with a proposed timeline schedule reflecting each task and its deliverables and identifying appropriate progress checkpoints along with draft or interim deliverables. Also provide a narrative of Proposer staffing size, current Proposer workload, and with consideration of the Proposer's current projects, confirm the Proposer's ability to perform the scope of work as described herein.

10.6 References for Past Performance: (two pages) Provide a list of past performance and service. Include three (3) references for whom the Proposer has developed a comparable project. Include project name, contact person, title, address, telephone number, email address as well as the contact person's role in the project and which of the Proposer's staff participated and their roles. For each reference listed, submit a brief summary of the scope of the services provided.

10.7 Deliverables: (one page) Describe Proposer's ability to provide deliverables in the required formats:

- a. Word documents in Microsoft Word.
- b. Spreadsheets in Microsoft Excel.
- c. Schedules in Microsoft Project.
- d. Databases as necessary for compiling, storing and accessing the Project records in a commonly available format.
- e. Bluebeam and BIM

10.8 Cost Proposal: (Cost proposal not counted to page count limit.) Provide a total cost proposal (in not-to-exceed amounts) for all services to be delivered under the Contract, including a breakdown of costs itemized for each task as defined in the Scope of Work. This cost proposal shall encompass the complete proposed Project costs for meetings and Project expenses for reproduction, postage, mileage, travel time and all related miscellaneous expenses. Also provide an hourly rate schedule for all assigned team members, including hourly rates for participation in public meetings. Cost proposal shall be utilized for unit price information at this stage, and thereafter to finalize a Contract for those services at a fair and reasonable fee with the best qualified Proposer.

Each cost proposal shall be submitted in a separate file via Public Purchase. It shall be identified with the Proposer's name, the name of this Project, and "Sealed Cost Proposal".

10.9 Required Statements: (one page per statement) Include statements of assurance regarding the following requirements:

- Non-substitution for the designated members of the proposed staff members and Sub-consultants without prior written approval by County in each instance.
- Non-conflict of interest.

- Non-collusion affidavit.
- Statement listing of litigation and/or claims related to or arising out of past projects for which Proposer provided services at any point during the past ten (10) years.
- Ability to fulfill the indemnification and insurance requirements contained in the Form of Agreement. Please note that actual certificates of insurance are not required as part of your submittal.
- Insurance certificates (as required in the attached Form of Agreement).
- Proof of DIR Registration (if applicable) and County Vendor Registration.

10.10 Retention of Proposal. All Proposals will become the property of the County. Proposals shall not be returned to the Proposer.

11.0 ANTICIPATED CONSULTANT SELECTION SCHEDULE

The following represents the tentative schedule for this RFQ/P and completion of the Environmental Documents. All dates are subject to change.

RFQ/P Published and Distributed by County	July 31, 2025
Deadline for Vendors to submit RFQ/P Questions	August 14, 2025, 3pm PDT
Answers to RFQ/P Questions published by County	August 19, 2025
Proposal Response Deadline and RFQ/P Opening	August 28, 3pm PDT
Proposal Evaluations	August 28-September8, 2025
(Possible) Interview Sessions	September 8-12, 2025
Contract Award by Board of Supervisors	October 14, 2025
Notice to Proceed to Consultant	October 17, 2025
Project Deliverables Complete and Presentation to the Board of Supervisors	October 2026

Dates listed above are subject to change.

12.0 EVALUATION PROCESS

Proposals will be evaluated by a selection committee and the Proposers submitting the most highly rated Proposals may be invited for interviews. The following evaluation criteria and rating schedule will be used to determine the Proposer that provides the best value. The County may consider other criteria it deems relevant.

	Evaluation Criteria	Maximum Possible Points
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A.	<u>Completeness of Summary of Qualifications (SOQs) Submission:</u> SOQ's should describe comprehensive services and should respond to each of the items set forth in this RFQ/P.	20
B.	<u>Personnel Experience and Qualification:</u> Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the proposed project.	20
C.	<u>Depth and Quality of Respondent's Performance:</u> Qualifying background and relevant experience of Proposer and sub-consultants on projects of similar nature and complexity as the proposed project; evaluation of client references (whether included in the proposal or not); overall responsiveness to County's solicitation.	20
D.	<u>Technical/Management Approach:</u> Evaluation of Proposer's strategy towards completion of the project (work plan, time schedule, etc.)	15
E.	<u>Availability:</u> Evaluation of the workload of Proposer and the staffing to be assigned to the proposed project; time scheduled of the Proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to County.	15
F.	Ability to integrate sustainable approaches.	10
	TOTAL POSSIBLE POINTS	100

13.0 SELECTION PROCEDURE

Each Proposer should thoroughly review the Form of Agreement and expect to execute the Contract in the form of the Form of Agreement without modifications or changes.

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers who provided submissions. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award. Proposals will be reviewed for responsiveness. A selection committee will then evaluate Proposals in accordance with the above criteria. The Proposer(s) submitting the highest rated Proposals may be invited for an interview. Interviews will be conducted in the County's sole discretion. County reserves the right to select the most qualified Proposer solely on the content of its Proposal. If County chooses to conduct interviews, the Proposer's proposed project manager shall represent the Proposer at the interview. After completion of the interviews, the Committee will recommend the Proposer with the highest interview evaluation, for approval by the Board of Supervisors.

The County expects to enter into contract negotiations with the top ranked responding Proposer, during which time the County and Respondent will resolve any necessary issues that need to be addressed prior to entering into the Contract. Upon successful completion of such negotiations and discussions, the County and the selected Proposer shall enter into a Contract. If, in the sole judgment of the County, these negotiations are not successful, the County reserves the right to enter into negotiations with other Proposers, proceeding in the order of their initial ranking.

County reserves the right to make an award without further discussion of the submittal with the submitter. Therefore, each Proposal should be submitted initially on the most favorable terms that the Proposer may propose.

County reserves the right to award a Contract to the Proposer who, in the sole judgment of County, presents the most favorable response to this RFQ/P (and possible follow-up interviews) pursuant to the evaluation criteria indicated above.

County reserves the right to reject any or all Proposals, to waive minor irregularities in said responses, or to negotiate minor deviations with the successful Proposer.

In the case of differences between written words and figures in a Proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. County reserves the right to reject any and all Proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Proposer. County shall be the sole judge of the materiality of any such defect or irregularity.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of each Proposer to read ALL sections of this RFQ/P prior to submitting a Proposal.

14.0. ASSURANCE OF DESIGNATED PROJECT TEAM

Each Proposer shall assure that only the designated Consultant staff and sub-consultants identified in its Proposal (“Consultant Project Team”), perform the services described in this RFQ/P pursuant to the Contract. Changes to the Consultant Project Team or sub-consultant(s) shall not be made without the prior written approval of County in each instance.

15.0. GENERAL TERMS AND CONDITIONS

Protests and Appeals: Protests shall be submitted in writing within seven (7) calendar days after such aggrieved person or entity knows, or should have known, of the facts giving rise thereto.

Standard Contract: Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute a Contract with the County in the form of the Form of Agreement as the Consultant. Proposers are advised to carefully review the attached Form of Agreement. Each Proposer must specify all proposed exceptions, alterations, changes and amendments to the Form of Agreement in the form of requested redline edits to the Form of

Agreement included in such Proposer's Proposal, the nature of which may affect the evaluation of such Proposal and the County's decision regarding entering into a Contract with such Proposer.

Independent Contractor: At all times the Consultant shall represent itself to be an independent contractor and shall not represent itself, or any of Contractor's employees, to be an employee of County. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold County its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

Non-Appropriation: County may terminate any resulting Contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the Contract was intended.

Non-Collusion: Each Proposer submitting a Proposal shall warrant that such Proposal is an offer made without any previous understanding, agreement or connection with any person, firm or entity submitting a separate Proposal for the same project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to Proposals which are submitted by Proposers who have partnered with others to submit a cooperative Proposal that clearly identifies a Proposer to serve as primary Consultant and the Proposer to serve as an associated sub-consultant.

Indemnification and Insurance Requirements: County's standard indemnification and insurance requirements are provided as an exhibit to in the Form of Agreement (see Attachment A) and shall be required in any Contract.

16.0. REJECTION OF PROPOSALS

Only Proposals submitted to County in compliance with this RFQ/P will be considered. **Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of each Proposer to read ALL sections of this RFQ/P prior to submitting a Proposal.** The County reserves the right to reject any or all Proposals, to waive minor irregularities in Proposal(s), or to negotiate minor deviations with the selected Proposer.

The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial and/or minor deviation and/or irregularities in a Proposal. County shall be the sole judge of the materiality of any such defect, deviation, and/or irregularity. Waiver of an immaterial/minor deviation shall in no way modify this RFQ/P or excuse the Proposer from full compliance with the Contract requirements if such Proposer is awarded the Contract.

17.0. VALID OFFER

Proposals shall remain valid for one hundred eighty (180) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their Proposal which are in the best interest of the County or to otherwise revise the scope of this RFQ/P.

This RFQ/P does not constitute a contract or an offer of employment. The cost of preparation of a Proposals shall be the obligation of the Proposer. All Proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired.

18.0. COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any Proposal.
3. Not enter into any Contract.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one Contract if it is in the best interest of the County.
8. Interview Proposer(s) prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFQ/P documents or excuse the Proposer from full compliance with the Contract requirements if the Proposer is awarded the Contract.

19.0. CONTRACT AWARD

The County evaluation committee intends to recommended that the County Board of Supervisors enter into a Contract with the Proposer whose Proposal best meets the needs of the County. The County reserves the right to reject any or all Proposals, and to solicit additional Proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the Contract documents.

Selection of a Proposal will not necessarily result in a Contract with the County of Santa Barbara. Proposal opening does not constitute awarding of a Contract. Contract award is by action of the County of Santa Barbara Board of Supervisors and is not in force until fully executed by the Board.

20.0. CONFLICT OF INTEREST

Each Proposer must warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting Contract, nor that any such person will be employed in the performance of such Contract without prior and immediate divulgence of such fact to the County. Each Proposal must contain a statement to the effect that such Proposer is not currently committed to another project that would constitute a conflicting interest with the Project described in this RFQ/P.

21.0. PUBLIC RECORDS REQUEST

All responses, proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted Proposal and any subsequent Contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful Proposal are not considered proprietary information. Proposals which indiscriminately identify all or parts of their Proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a response or Proposal as available for public inspection once the County has selected a Consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your response or Proposal, you must specifically identify all such information, together with the legal basis of your claim, in your Proposal, and present such information separately as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be in the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

22.0. BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Santa Barbara County without possessing a County business license

unless exempt under County Code Sec. 22-73. Contact the Tax Collector's Office at 105 East Anapamu St, Santa Barbara, 93101, or phone (805) 568-2920, for further information.

It is not a requirement to possess a County business license at the time of response submittal. Successful Respondents shall be required to possess a County business license to award contract

Disadvantaged Business Enterprise (DBE) Policy

It is the policy of Federally Funded Projects that minority and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts, including the Contract, financed in whole or in part with federal funds.

DBE Obligation

The Consultant and its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Contract. In this regard, Consultant and all subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Consultant and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

Title VI of the Civil Rights Act of 1964

The Consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000(d)) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

Equal Employment Opportunity

In connection with the performance of the Contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

AMERICANS WITH DISABILITIES ACT (ADA) PROVISIONS

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the County representative listed in this RFQ. In order to ensures each Proposal is following federal ADA guidelines, Proposers should review the federal ADA guidelines.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of each Proposer to read ALL sections of this RFQ/P prior to submitting a Proposal.

Attachment A: Form of Agreement



County of Santa Barbara: General Services
Capital Division

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

[Consultant]

For

Orcutt Library Environmental Services

PROJECT NUMBER: 20056



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PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and [____], a [insert entity type (e.g., corporation) and state of formation] ("Consultant" or "Contractor" and, together with County, collectively, the "Parties" and each individually a "Party").

PART 1 - RECITALS

- 1.01 WHEREAS**, this Professional Services Agreement ("PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional planning consulting services to Owner in connection with the Orcutt Library and Community Center environmental services for the ("Project"); and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications-based selection process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined herein.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide services to the County as set forth herein ("Services").

2.02 Maximum Compensation

- A. The sum of all payments made to Consultant pursuant to this PSA for the performance of the Services specified in the SOW and Attachment 1 shall not exceed [____] dollars (\$_____) ("Base Contract Amount"). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to a duly executed Change Order in accordance with Part 10.03 below shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto ("Supplemental Services Amount"). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C, attached hereto ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond the Base Contract Amount before execution of a Change Order for Supplemental Services in accordance with Part 10.03, or in excess of the Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2.03 Term

- A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of [____] months thereafter, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

2.04 Scope

- A. The services ("Services") and deliverables ("Deliverables") described in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and Attachment 1 and incorporated herein by reference (Exhibit A and Attachment 1, collectively, the "SOW"), establish the extent of the



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Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") hereunder.

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information

- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
 - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Approval & Permit Fees

- A. Owner will pay all fees required by any jurisdiction having authority over the Project for filing and checking of any filing prepared by Consultant that is required for the performance of the Services, and such standard fees as are charged any governmental Agency for the issuance of approvals and permits by such governmental agency necessary for the performance of the Services.

PART 4 - PROJECT SCOPE OF WORK (SOW)

4.01 Changes in Scope

- A. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change. If the Director of the County's General Services Department ("Director"), or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3, and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL.
- B. If Consultant contends that there is a material increase in the Service(s) or Deliverable(s) required to complete the Services and requests additional compensation hereunder for the performance of such Supplemental Services, and such increase is not in any way attributable to any act or omission of, or on behalf of, Consultant or any Subconsultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, and the Director, or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant hereunder may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3 and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL. OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM,



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also include a determination of any other Supplemental Services necessary to complete the Project.

- C. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant If shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

5.01 Consultant as Independent Contractor

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County.

5.02 No Assignment; Consultant's Use of Subconsultants

- A. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, directly or indirectly, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County in each instance, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect. Notwithstanding the foregoing, Consultant may use the subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant shall not engage any subconsultant(s) in the performance of Services, other than the Subconsultants identified in Exhibit B, without the prior written approval of the OPM in each instance.

5.03 Consultant's General Responsibilities

The following General Responsibilities shall apply to all Services under this Agreement.

- A. Standard of Care
 - 1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
 - 2. At all times during the Term, Consultant shall ensure the performance of all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
 - 3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate government agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the Standard of Care.
- B. Funding by Governmental Agencies
 - 1. If the Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of all such Federal, State, and outside funding sources.
- C. HCAI (formally known as OSHPD) Jurisdiction
 - 1. If the Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Deliverables and performance of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services



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1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner via a duly executed Change Order.
 2. The Milestone Schedule for completion of the Consultant's Services is set forth in the SOW.
- E. Submittal of Deliverables
1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.
 2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other instruments of Service, and computer flash drives containing each submittal to County hereunder in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.
- F. Printing & Reproduction
1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
 2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
 3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.
- G. Meetings
1. Required meetings are as specifically identified in the SOW.
 2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted or attended by Consultant in connection with the performance of Services hereunder. This includes meetings that are chaired by the OPM.
 3. The Consultant's compensation for attendance at and preparation of minutes for all such meetings is included in Base Contract Amount.
- H. Consultant's Staff and Subconsultants
1. Consultant's staff and Subconsultants are identified in Exhibit B, and are subject to the requirements set forth therein.
 2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval via a duly executed Change Order.

5.04 Basic Services & Deliverables: See Exhibit A

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule

- A. Consultant shall promptly perform all Services and Deliverables in accordance with the Project schedule approved by the County.
- B. Consultant shall perform all Services and Deliverables within the time and Project schedule set forth in this Agreement. Time is of the essence in this Agreement.
- C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the Project schedule set forth in this Agreement.

PART 7 - INDEMNIFICATION & INSURANCE



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7.01 Exhibit D Indemnification and Insurance Requirements

- A. Consultant shall comply with all indemnification and insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.

PART 8 - REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.
- B. The parties hereto are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

PART 9 - HAZARDOUS MATERIALS

9.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

PART 10 - COMPENSATION & PAYMENT

10.01 Compensation

- A. Payments will be made as set forth herein
 - 1. Maximum Compensation Limit
 - a. The Maximum Compensation Limit includes the maximum aggregate amount of compensation payable by the Owner to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the Maximum Compensation Limit specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
 - 2. Consultant's Compensation Schedule
 - a. Compensation payable to Consultant hereunder for Consultant's performance of the Services comprising [describe tasks/milestones] as set forth in the SOW shall be on a fixed fee basis upon completion of each such [Task/Milestone], and in the respective amounts for each such Task/Milestone]as set forth in the SOW.
 - b. Consultant's Hourly Rate Schedule, applicable to Supplemental Services, is set forth in the SOW.
 - 3. Changes
 - a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in



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accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA.

4. Prevailing Wages

- a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner). Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any negligent errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

10.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. All reimbursable expenses hereunder, including travel, mileage, copying, printing, plotting, And visualizations are included in the Base Contract Amount and shall not be invoiced more often than monthly.

10.03 Supplemental Services & Deliverables

- A. To the extent that County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables, such SSA is set forth in Section 1.c of Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Change Order duly executed by the Director or his Assistant Director designee ("Change Order"), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

10.04 Payment

- A. Payment Requests
 1. Owner will make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices



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1. Consultant may submit a Payment Request not more than once each month.
- C. Progress Payments
1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

10.05 Release of All Claims

- A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.-

10.06 Timely Billings

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
1. Services are performed; or
 2. Billings are otherwise due pursuant to the terms of the PSA.
- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

10.07 Consultant's Accounting Records

- A. Accounting System & Records Retention
1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

PART 11 - TERM & TERMINATION

11.01 Owner's Rights

- A. Termination for Convenience
1. The Director may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
 2. If this PSA is so terminated, Consultant will be compensated as set forth below.
- B. Termination for Breach
1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner



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may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.

2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.

C. Suspension for Convenience

1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension(s) shall not constitute a breach of this Agreement.

D. The rights and remedies provided herein to Owner are cumulative and in addition to any other rights and remedies provided by law in this PSA.

11.02 Consultant's Compensation Upon Termination

- A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
 1. For fully Deliverables and Services performed and delivered by Consultant and accepted by County, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for such Deliverables, Services, and authorized expenses.
 2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

11.03 Delivery of Documents

- A. Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.

PART 12 - DISPUTE RESOLUTION

12.01 Consultant's Questions & Concerns

- A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

12.02 Dispute Resolution During Construction

- A. Alternate Dispute Resolution (ADR)



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1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.
- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

12.03 Negotiations Before and During Mediation

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

12.04 Mediation

A. Voluntary Mediation

1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.
2. Said Mediation is non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.

B. Initiation of Mediation

1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.

C. Request for Mediation

1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.

D. Selection of Mediator

1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in meditation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.

E. Qualifications of a Mediator:

1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.

F. Vacancies

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.

G. Representation



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1. Any Party may be represented in the Mediation by person(s) of their choice who must have full authority to negotiate.
2. The names and addresses of such representative(s) must be communicated in writing to all Parties and to the Mediator.

H. Time and Place of Mediation

1. The Mediator will set the time of each Mediation session.
2. The Mediation will be held at a convenient location agreeable to the Mediator and the Parties, as determined by the Mediator.
3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties hereto may mutually exchange such memoranda.
2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

1. The Mediator does not have authority to impose a settlement on the Parties, but will attempt to assist the parties hereto in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the Parties, and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the Parties agree in writing in advance to such outside expert advice, to assume the expenses of obtaining such expert advice, and whether the arrangements for obtaining such expert advice will be made by the Mediator or one or more of the Parties.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further Mediation efforts would not contribute to a resolution of the dispute between the Parties.

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties , and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.



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4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
 - b. Statements made by the other Party in the course of the Mediation proceedings;
 - c. Proposals made or views expressed by the Mediator;
 - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.
- M. No Stenographic Record
 1. There shall be no stenographic record of the Mediation.
- N. Termination of Mediation
 1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.
- O. Exclusion of Liability
 1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
 1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
 1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
 2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

12.05 Compensation for Participation in Mediation

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Capitalization and Formatting

- A. Terms capitalized in this PSA include those that are:
 1. Specifically defined; or
 2. Titles of Parts or paragraphs; or
 3. Titles of reports or Deliverables; or
 4. Titles of other documents.



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- B. Unless otherwise indicated, **highlighted**, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.
- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

13.02 Force Majeure

- A. Neither party hereto shall be liable to the other Party hereto for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission by or on behalf of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such delay promptly provides written notice to the other Party specifying the cause and a good faith estimate of the duration of such delay ("Force Majeure Notice"), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to immediately terminate this Agreement upon written notice to Consultant.

13.03 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

13.04 Timely Approvals

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval shall not be unreasonably withheld or delayed.

13.05 Ownership & Use of Deliverables and Instruments of Service

- A. Owner shall be the owner of the following items in connection with this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner.
 Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions and all Deliverables provided to County hereunder. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder, including all licenses and permissions as may be necessary for County to use all Deliverables produced by Consultant hereunder. Consultant warrants that no Copyrightable Works and Inventions or any other item provided under this Agreement will



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infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

- B. This Part 13.05 shall survive expiration or termination of this PSA.
- C. Consultant is not entitled to any fees for Owner's use of any Deliverable or instrument of Service unless Owner enters into a separate agreement with Consultant specifically providing for such fees.

13.06 Reliance

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's authorized consultants.

13.07 Taxes

- A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

13.08 Conflicts of Interest

- A. Consultant covenants that Consultant presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this PSA. Consultant further covenants that in the performance of this PSA, no person having any such interest shall be employed or otherwise engaged by Consultant or any Subconsultant. Consultant must promptly disclose to Owner, in writing, any potential conflict of interest. Owner retains the right to waive a conflict of interest disclosed by Consultant if Owner determines it to be immaterial, and such waiver is only effective if provided by Owner to Consultant in writing.

13.09 No Publicity or Endorsement

- A. Consultant shall not use Owner's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Consultant shall not use Owner's name or logo in any manner that would give the appearance that the Owner is endorsing Consultant. Consultant shall not in any way contract on behalf of or in the name of Owner. Consultant shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Owner or its projects, without obtaining the prior written approval of Owner.

13.10 Non-Discrimination

- A. Owner hereby notifies Consultant that Owner's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this PSA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Consultant agrees to comply with said ordinance.

13.11 Execution in Counterparts

- A. This PSA may be executed electronically and in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or



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as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

13.12 Governing Law

- A. This PSA shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

PART 14 - NOTICES

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the respective representative(s) of Owner and Consultant at their respective addresses as shown in Exhibit E ("Notices"), attached hereto and incorporated herein by reference.

PART 15 - LIMITS OF AGREEMENT

- A. This PSA, including all Exhibits hereto, together with the Request for Qualifications and Proposals for **Project 20056** pursuant to which this Agreement was procured and which is attached hereto as Attachment 1 and hereby incorporated herein by reference ("RFQ/P"), and Consultant's Proposal submitted to County in response to same, a copy of which is attached hereto as Attachment 2 ("Proposal"), constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

PART 16 - ORDER OF PRECEDENCE

- A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits and Attachments, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits and Attachments, other than Exhibit D, which shall control and prevail. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal (attached hereto as Attachment 2), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P) other than Consultant's Proposal shall take precedence and control and prevail.

PART 17 - EXHIBITS

- A. The following listed Exhibits and Attachments referred to herein are incorporated in this PSA as though set forth in full.
 1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
 2. Exhibit B, "Consultant's Staff & Subconsultants"



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3. Exhibit C, "Consultant's Compensation"
4. Exhibit D, "Indemnification And Insurance Requirements"
5. Exhibit E, "Notices"
6. Exhibit F, "Federal Provisions"
7. Attachment 1: RFQ/P
8. Attachment 2: Consultant's Proposal

[Signatures appear on the following page.]



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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date executed by all of the parties hereto.

County of Santa Barbara

By: _____
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONSULTANT:
[Insert]

By: _____
Deputy

By: _____
Name:
Title:

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGER

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
Risk Manager

By: _____
Department Head

END OF AGREEMENT



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EXHIBIT A

SCOPE OF WORK; HOURLY RATES

Consultant shall perform all of the following services set forth in this Scope of Work ("Services") in exchange for the fixed fee Base Contract Amount set forth in the table below and in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit.

SCOPE OF WORK:

Base Contract Amount Compensation Schedule:

[specify milestones and amounts payable for completion of each milestone in not-to-exceed amounts]

Rate Schedule for Supplemental Services:

The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to any and all Supplemental Services performed during the Term in accordance with duly executed Change Orders.

[Insert hourly rate schedule for SS]



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END EXHIBIT A



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EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be **[insert name of Consultant employee]**. Consultant declares that Consultant's Project Manager shall be **[insert name of Consultant employee]**.
- B. Consultant will only employ subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/P for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contracts to Owner.
- C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without the prior written approval of the Director, or his Assistant Director designee, in each instance. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to Owner, and subject to Owner's prior written approval.

List of Consultant's Staff

[Insert]

List of Subconsultants:

[Insert]

END EXHIBIT B



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EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the performance of all of the Services described in <u>Exhibit A ("Consultant's Scope of Work")</u> shall be:	
	Elevator Feasibility Study	\$
	Elevator Design Services	\$
	Construction Administrative Services	\$
	SUBTOTAL: Base Contract Amount	
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
	Supplemental Services Allowance for Supplemental Services that may be authorized by the Owner in writing pursuant to a duly executed Change Order issued during the Term in accordance with Part 10.03, above.	
c.		\$
d.	MAXIMUM COMPENSATION LIMIT (a+b+c)	\$

2. PROGRESS PAYMENTS

- For the **Base Contract Amount**, progress payments will be on a **FIXED FEE** basis for completion of each of milestone in accordance with Exhibit A.
- For Consultant compensation payable hereunder in terms of an **HOURLY FEE** (i.e., for Supplemental Services performed in accordance with duly executed Change Order(s)), payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A, above, (**Consultant must include substantiating documentation for each payment request hereunder, including a breakdown of the staff hours for particular tasks performed as a task-fee breakdown**)
- Only invoices identifying personnel listed in Exhibit A or B, above, will be accepted by Owner as valid substantiation for hourly fee payment requests.
- Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period. including, but not limited to, all completed milestones and deliverables.

END EXHIBIT C



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EXHIBIT D
Indemnification and Insurance Requirements
(For Design Services)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by any of the CONTRACTOR, its agents, representatives, employees, Subconsultants, and subcontractors.

A. Minimum Scope of Insurance Coverage
 shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and **\$4,000,000 in the aggregate.**
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions



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The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors, including, but not limited to, Subconsultants, maintain, at all times during the Term, insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors and Subconsultants.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made



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Capital Division

basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements set forth herein shall not be deemed as a waiver of any rights on the part of COUNTY.

END EXHIBIT D



County of Santa Barbara: General Services
Capital Division

EXHIBIT E

NOTICES

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

a. Owner:

County of Santa Barbara
Capital Division
260 North San Antonio Road – Casa Nueva
Santa Barbara, CA 93110-1315

Attention: John Green, Assistant Director, General Services Department
(805) 896-2236/ jlgreen@countyofsb.org

b. Consultant:

[insert]

END EXHIBIT E

EXHIBIT F
Federal Clauses

1. Additional Federal Clauses Applicable for Federal Funding under this Agreement.
(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

A. REMEDIES FOR NONCOMPLIANCE.

- i. In the event COUNTY determines, at its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:
- a. Require payments as reimbursements rather than advance payments;
 - b. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - c. Require additional, more detailed financial reports;
 - d. Require additional project monitoring;
 - e. Requiring CONTRACTOR to obtain technical or management assistance; or
 - f. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY.

- A. During the performance of this Agreement, CONTRACTOR agrees as follows:
CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT.

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT.

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION.

A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

CONTRACTOR shall file the required certification attached as Exhibit ____, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. PROCUREMENT OF RECOVERED MATERIALS.

A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES.

A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - a. What line items have been or may be affected by the alleged change;
 - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - d. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.

B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.

C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either:

- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
- ii. Countermand any communication regarded as a change;

- iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the Contractor's notice information is inadequate to make a decision, COUNTY will advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

D. Equitable Adjustments.

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made:
 - a. In the contract price or delivery schedule or both; and
 - b. In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR's failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS. The following access to records requirements applies to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO.

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

14. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



County of Santa Barbara: General Services
Capital Division

ATTACHMENT 1

RFQ



County of Santa Barbara: General Services
Capital Division

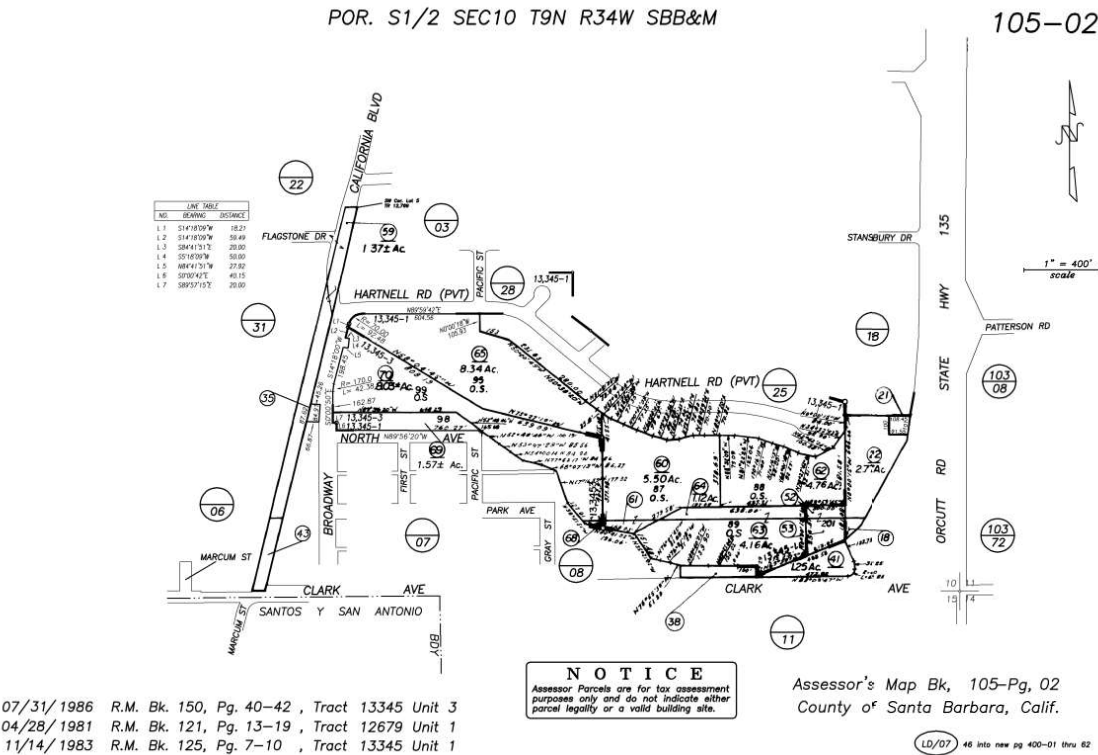
ATTACHMENT 2

Proposal



County of Santa Barbara: General Services
Capital Division

Attachment B: Parcel Map



Attachment C: Library Schematic Site Plan and Bubble Diagram







GENERAL SERVICES – CAPITAL PROJECTS DIVISION

ADDENDUM NOTICE

August 12, 2025

ADDENDUM NO. 1

COUNTY PROJECT NO. 20056

ORCUTT LIBRARY ENVIRONMENTAL SERVICES, ORCUTT, CALIFORNIA

Prepared By: Danielle Chanley Date: 8/11/2025

Reviewed By: Scott Henriksen Date: 8/11/2025

To All Prospective Bidders:

Your attention is directed to the bid information below and on the attached page(s) that contain a summary of the modifications to the identified Bid Documents and responses to Requests for Information (RFI). Amended documents associated with the RFIs are either attached as specified below or will be included with the conformed documents.

The following changes have been made to the **RFQ/P**:

- 1) Page 8- Section 9.0: Proposal Questions
 - a. Changes incorporated: Optional site visit will occur on August 14th from 3:00-4:00 pm. Any Proposers that would like to attend, please meet at the Project site at the proposed time.

You are responsible for replacing the previous RFQ/P with the modified attached versions.

This Addendum does not alter the Statement of Qualifications ("SOQ") and Proposal Submission Deadline.

You must acknowledge this addendum in the cover letter of your proposal.

- b. Step 2) Registering as a Supplier with the County: Once you have received your activation email from Public Purchase, log into Santa Barbara County Public Purchase homepage and accept the terms and conditions of use. You will need to register with Santa Barbara County and select the National Institute of Government Procurement (NIGP) Commodity Codes that relate to your business in order to receive email notifications of future bid opportunities.

It is important to complete Step 2 of the registration process (register with Santa Barbara County) or you will not receive notifications of upcoming proposal opportunities. It is your responsibility to keep your Supplier information updated in Public Purchase, particularly your contacts and email addresses.

9.0 PROPOSAL QUESTIONS

Questions or requests for clarification of this RFQ/P must be submitted in writing on the Public Purchase website (www.publicpurchase.com).

Submit Question Instructions:

- a. Click on the title of the bid,
- b. On the right of the bid page, click on [View/Ask Questions] to open a new page that lists all previous questions and answers.
- c. Click "Ask a Question" and enter your question here.

Answers may be provided directly and visible for all interested parties to see or provided as an addendum to this RFQ/P, posted on Public Purchase for review and consideration.

Do not contact County departments or County staff directly. Information obtained by such means is invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ/P, written addenda will be issued and posted on Public Purchase. Any amendment to this RFQ/P is valid only if in writing and posted to Public Purchase. Verbal conversations or agreements with any officer, agent, or employee of the County that purport to modify any terms or obligations of this RFQ/P are invalid.

All addenda for this RFQ/P will be distributed via Public Purchase.

It is each Proposer's responsibility to monitor the documents associated with the RFQ/P via Public Purchase. Failure of Proposer to retrieve addenda shall not relieve such Proposer of the requirements contained therein. Additionally, failure of Proposer to return a signed addendum, when required, may be cause for rejection of such Proposer's Proposal.

Optional site visit will occur on August 14th from 3:00-4:00 pm. Any Proposers that would like to attend, please meet at the Project site at the proposed time.



GENERAL SERVICES – CAPITAL PROJECTS DIVISION

ADDENDUM NOTICE

August 27, 2025

ADDENDUM NO. 2

COUNTY PROJECT NO. 20056

ORCUTT LIBRARY ENVIRONMENTAL SERVICES, ORCUTT, CALIFORNIA

Prepared By: Danielle Chanley Date: 8/27/2025

Reviewed By: Scott Henriksen Date: 8/27/2025

To All Prospective Bidders:

Your attention is directed to the bid information below and on the attached page(s) that contain a summary of the modifications to the identified Bid Documents. A copy of the job walk sign-in sheet from August 14, 2025 is attached.

The following items were discussed in the job walk on August 14, 2025:

- The OASIS building will be designed, engineered and constructed by a separate team of Consultant's funded by OASIS. The Consultant team will be responsible for coordination between the two projects.
- There are several easements currently in place for the OASIS parcels, including an access and utility easement.
- The Stakeholders for the project include the following internal and external partners:
 - County of Santa Barbara General Services Department, Community Services Department, Public Works Department, Planning and Development Department and District 4 of the Board of Supervisors.
 - OASIS
 - Utility Owners (e.g. PG&E, Southern California Gas Company, Laguna Sanitary District, Golden State Water, etc.)
 - Community residents and businesses
- The funding for the project has been secured through the design phase of the project. The funding sources include a Federal Housing and Urban Development Grant, various County funding sources and Friends of the Library donations.
- The final 100% plans for the Library will be contingent on the environmental document being complete and all mitigations for the project known. Consultant team will be expected to coordinate with the Design Consultants which will be selected by the County through a separate RFP/Q being solicited in public purchase.

The following changes have been made to the **RFP/Q**:

7.0 ANTICIPATED PROJECT DELIVERY

The following represents the anticipated schedule for the completion of the Environmental Documents. All dates are subject to change.

Notice to Proceed to Consultant	October 24, 2025
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Initial Study	October 24, 2025- December 5, 2025
Environmental Documentation for Parcel Acquisition	October 24, 2025- December 5, 2025
65402 Conformity Review	October 24, 2025- December 5, 2025
NEPA Review	December 5, 2025- December 4, 2026
CEQA Review	December 5, 2025- December 4, 2026

11.0 ANTICIPATED CONSULTANT SELECTION SCHEDULE

The following represents the tentative schedule for this RFQ/P and completion of the Environmental Documents. All dates are subject to change.

RFQ/P Published and Distributed by County	July 31, 2025
Deadline for Vendors to submit RFQ/P Questions	August 14, 2025, 3pm PDT
Answers to RFQ/P Questions published by County	August 19, 2025
Proposal Response Deadline and RFQ/P Opening	September 4, 3pm PDT
Proposal Evaluations	September 4- 15, 2025
(Possible) Interview Sessions	September 15-19, 2025
Contract Award by Board of Supervisors	October 21, 2025
Notice to Proceed to Consultant	October 24, 2025
Project Deliverables Complete and Presentation to the Board of Supervisors	October 2026

**This Addendum does not alter the Statement of Qualifications ("SOQ").
This Addendum alters the Proposal Submission Deadline.**

You must acknowledge this addendum in the cover letter of your proposal.

Section 10 (Item 8) outlines the cost proposal requirements for this phase of the Project. Each cost proposal submitted in response to this RFQ/P (“Cost Proposal”) shall be submitted and uploaded to the Public Purchase site by the deadline specified herein as a separate document clearly identifying the name of Proposer, the name of the Project, and labeled as “Sealed Cost Proposal.” Each Cost Proposal shall breakdown the Project into line items consistent with the scope of work presented herein and must include all costs associated with the Project. All costs shall be not-to-exceed amounts.

7.0 ANTICIPATED PROJECT DELIVERY

The following represents the anticipated schedule for the completion of the Environmental Documents. All dates are subject to change.

Notice to Proceed to Consultant	October 24, 2025
Initial Study	October 24, 2025-December 5, 2025
Environmental Documentation for Parcel Acquisition	October 24, 2025-December 5, 2025
65402 Conformity Review	October 24, 2025-December 5, 2025
NEPA Review	December 5, 2025-December 4, 2026
CEQA Review	December 5, 2025-December 4, 2026

8.0 REGISTERING WITH PUBLIC PURCHASE

Registering entities wishing to submit a Proposal in response to this RFQ/P must first register as a Supplier on the County of Santa Barbara Public Purchase website at Public Purchase: Vendor Registration. Successful registration will allow Proposers to receive email updates to the proposal process and the ability to upload their final Proposal package to the site. Proposers are recommended to register as a Supplier as soon as possible – it can take 24 to 48 hours for your account to become active.

To register as a Supplier, follow the steps below:

- a. Step 1) Registering as a Supplier with Public Purchase: Your first step should be to register as a supplier through Public Purchase. If you are already registered with Public Purchase, please skip this step and proceed directly to step two below. Once registered you will receive an activation email from notices@publicpurchase.com advising that your account is activated (Note: be sure to add this email address to your contacts to avoid bid notifications being sent to your junk folder rather than your inbox). It can take 24 to 48 hours for your account to become active.

- Non-substitution for the designated members of the proposed staff members and Sub-consultants without prior written approval by County in each instance.
- Non-conflict of interest.
- Non-collusion affidavit.
- Statement listing of litigation and/or claims related to or arising out of past projects for which Proposer provided services at any point during the past ten (10) years.
- Ability to fulfill the indemnification and insurance requirements contained in the Form of Agreement. Please note that actual certificates of insurance are not required as part of your submittal.
- Insurance certificates (as required in the attached Form of Agreement).
- Proof of DIR Registration (if applicable) and County Vendor Registration.

10.10 Retention of Proposal. All Proposals will become the property of the County. Proposals shall not be returned to the Proposer.

11.0 ANTICIPATED CONSULTANT SELECTION SCHEDULE

The following represents the tentative schedule for this RFQ/P and completion of the Environmental Documents. All dates are subject to change.

RFQ/P Published and Distributed by County	July 31, 2025
Deadline for Vendors to submit RFQ/P Questions	August 14, 2025, 3pm PDT
Answers to RFQ/P Questions published by County	August 19, 2025
Proposal Response Deadline and RFQ/P Opening	September 4, 3pm PDT
Proposal Evaluations	September 4- 15, 2025
(Possible) Interview Sessions	September 15-19, 2025
Contract Award by Board of Supervisors	October 21, 2025
Notice to Proceed to Consultant	October 24, 2025
Project Deliverables Complete and Presentation to the Board of Supervisors	October 2026

Dates listed above are subject to change.

12.0 EVALUATION PROCESS

Proposals will be evaluated by a selection committee and the Proposers submitting the most highly rated Proposals may be invited for interviews. The following evaluation criteria and rating schedule will be used to determine the Proposer that provides the best value. The County may consider other criteria it deems relevant.

	Evaluation Criteria	Maximum Possible Points
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County of Santa Barbara: General Services
Capital Division

ATTACHMENT 2

Cost Proposal

Cost Proposal for Environmental Services for Santa Barbara County General Services Department Orcutt Library and Community Center



**Santa Barbara County
General Services Department**
260 N. San Antonio Rd. – Casa Nueva
Santa Barbara, CA 93110

August 2025

UltraSystems Environmental, Inc.

HQ: 16431 Scientific Way, Irvine, CA 92618
Satellite: 13376 Noel Road, Grass Valley, CA 95949
Proposal No. 250803



UltraSystems
environmental • management • planning





STANDARD RATE SCHEDULE

Effective January 2025

PROFESSIONAL STAFF

Hourly

Principal	\$200
Director	\$200
Senior Project Manager	\$195
Project Manager	\$190
Senior Principal Engineer	\$190
Senior Scientist/Engineer	\$185
Scientist/Engineer	\$180
Staff Scientist/Engineer	\$175
Senior Planner	\$170
Associate Planner	\$165
Planner/Environmental Analyst	\$160
Senior Biologist II	\$170
Senior Biologist I	\$165
Staff Biologist II	\$160
Staff Biologist I	\$155
Associate Biologist	\$150
Cultural Specialist	\$165
Archaeologist	\$160
Cultural Monitor	\$130
Senior GIS Analyst	\$165
GIS Technician	\$160
Word Processor	\$130
Intern	\$100

Building Services

Field Management	\$150
ACM Air Monitor/Lead Inspector/Sampling	\$130

Note: ACM/LBP Removal quoted per job basis

FIELD EQUIPMENT


Daily Weekly

Excavation Screen	\$5	\$20
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	\$15	\$60
Garmin GPS (non-Trimble)	\$5	\$20
iPad Data Tablet	\$25	\$100
Kestrel Anemometer (or equivalent)	\$5	\$20
Photoionization detector (PID) or equivalent	\$100	\$400
Quest SoundPro SP-DL-1-1/3 Sound Level Meter (or equivalent)	\$110	\$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	\$65	\$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	\$120	\$560
XRF Analyzer	\$95	\$380

Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at IRS standard rates. Travel time will be billed as indicated in the hourly rate schedule above.

Invoices will be submitted monthly for work in progress and at completion of contract obligations and are payable upon receipt. Fees not paid within thirty (30) days of invoice date may be assessed as an interest charge of one and one-half (1.5) percent per month, from the date due (net 30). Attorney fees and court costs incurred for collection of delinquent accounts will be borne by the client.

TASK BY TASK COST BREAKDOWN - COUNTY OF SANTA BARBARA CEQA EIR																											
Labor Categories >>>>	Project Director	Senior Project Manager	Deputy Project Manager	Senior Principal Engineer	Scientist/ Engineer	Senior Planner	Associate Planner	Planner/ Environ. Analyst	Senior Biologist II	Senior Biologist I	Staff Biologist I	Cultural Specialist	Archaeologist	Senior GIS Analyst	Word Processor	Total Labor	Total Hours	Travel		Direct Costs				Direct Expense	TOTAL (rounded)		
	Hourly Rate>>>	\$200	\$195	\$190	\$190	\$180	\$170	\$165	\$160	\$170	\$165	\$155	\$165	\$160	\$165			\$130	Miles	\$0.700	Per Diem		Sub			Markup 1.1	
																					Days	\$180					
CEQA - EIR/NOD																											
1.0	Project Management, Coordination, Bi-Weekly Meetings																										
1.1	Project Management/Coordination	10	12	8	0	0	0	0	0	0	0	0	0	0	0	2	\$6,120.00	32	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$6,120	
1.2	Project Initiation/Kick-off Meeting/Progress Meetings	4	8	8	0	0	0	0	0	0	0	0	0	0	2	8	\$5,250.00	30	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$5,250	
	Subtotal	14	20	16	0	0	0	0	0	0	0	0	0	0	2	10	\$11,370.00	62	0	\$0.00	0	\$0.00	0.00	\$0.00	\$0.00	\$11,370	
2.0	Data Collection and Project Description																										
2.1	Data Collection	2	4	4	2	0	4	4	4	0	0	0	4	0	4	4	\$6,140.00	36	300	\$210.00	2	\$360.00	\$0.00	\$398.20	\$0.00	\$6,750	
2.2	Prepare Project Description	4	8	8	0	0	12	12	0	0	0	0	0	0	8	8	\$10,260.00	60	300	\$210.00	1	\$180.00	\$0.00	\$199.10	\$0.00	\$10,670	
	Subtotal	6	12	12	2	0	16	16	4	0	0	0	4	0	12	12	\$16,400.00	96	600	\$420.00	3	\$540.00	\$0.00	\$597.30	\$0.00	\$17,420	
3.0	Peer Review and Technical Analysis																										
3.1	Peer Review of Technical Reports	4	8	8	10	12	12	12	12	8	8	16	16	16	4	8	\$25,940.00	154	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$500.00	\$26,440	
3.2	Phase I ESA	0	2	0	0	0	4	0	0	0	0	0	0	0	0	2	\$1,330.00	8	0	\$0.00	0	\$0.00	\$4,000.00	\$4,400.00	\$0.00	\$5,730	
3.3	CEQA VMT Screening Analysis	0	2	0	0	0	4	0	0	0	0	0	0	0	0	2	\$1,330.00	8	0	\$0.00	0	\$0.00	\$8,500.00	\$9,350.00	\$0.00	\$10,680	
3.4	Traffic Impact Analysis	0	2	0	0	0	4	0	0	0	0	0	0	0	0	2	\$1,330.00	8	0	\$0.00	0	\$0.00	\$12,500.00	\$13,750.00	\$0.00	\$15,080	
3.5	Topical Analysis of Impacts	8	10	10	8	8	16	16	16	8	8	8	8	8	4	8	\$24,550.00	144	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$4,190.00	\$28,740	
	Subtotal	12	24	18	18	20	40	28	28	16	16	24	24	24	8	22	\$54,480.00	322	0	\$52,500.00	0	\$0.00	\$0.00	\$0.00	\$4,190.00	\$86,670	
4.0	Initiate Scoping Process																										
4.1	Prepare Initial Study	2	4	4	0	0	24	24	16	0	0	0	0	0	6	4	\$14,050.00	84	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$14,050	
4.2	Prepare NOP	0	2	0	0	0	2	0	0	0	0	0	0	0	0	2	\$990.00	6	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$990	
4.3	Circulate NOP	0	2	0	0	0	4	0	4	0	0	0	0	0	0	4	\$2,230.00	14	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$1,548.00	\$3,780	
4.4	Review Comments received on the NOP	0	2	2	0	0	6	0	4	0	0	0	0	0	0	2	\$2,690.00	16	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$2,690	
4.5	AB 52/SB18 Tribal Consultation	1	2	2	0	0	0	0	0	0	0	0	0	24	0	0	\$4,810.00	29	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$4,810	
4.6	Public Scoping Meeting	2	12	12	0	0	6	6	0	0	0	0	8	0	0	8	\$9,390.00	54	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$500.00	\$9,890	
4.7	Scoping Report	1	1	0	0	0	2	4	0	0	0	0	0	0	0	4	\$1,915.00	12	500	\$350.00	2	\$360.00	\$0.00	\$398.20	\$0.00	\$2,660	
	Subtotal	6	25	20	0	0	44	34	24	0	0	0	8	24	6	24	\$36,075.00	215	500	\$350.00	2	\$360.00	\$0.00	\$398.20	\$2,048.00	\$38,870	
5.0	Draft Environmental Impact Report (Draft EIR)																										
5.1	Prepare Admin. Draft EIR	8	24	16	16	16	32	32	16	6	4	8	8	8	8	8	\$36,400.00	210	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$36,400	
5.2	Screencheck Draft EIR	4	12	8	8	8	16	20	12	2	4	4	2	4	8	8	\$19,530.00	114	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$300.00	\$19,830	
5.3	Prepare Draft EIR for Public Circulation	2	4	4	0	0	8	8	0	0	0	0	0	0	0	8	\$5,660.00	34	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$3,010.00	\$8,670	
	Subtotal	14	40	28	24	24	56	60	28	8	6	12	12	10	12	24	\$61,590.00	358	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$3,310.00	\$64,900
6.0	Final Environmental Impact Report (Final EIR)																										
6.1	Prepare Responses to Comments	8	12	16	8	12	16	16	16	4	2	2	4	4	2	8	\$22,570.00	130	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$22,570	
6.2	Mitigation Monitoring and Reporting Program	2	2	4	0	0	8	8	0	0	0	0	0	0	0	8	\$5,270.00	32	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$360.00	\$5,630	
6.3	Findings of Fact (FOF) and Statement of Overriding Considerations (SOC)	4	6	4	0	0	12	12	12	0	0	0	0	0	0	4	\$9,190.00	54	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$9,190	
	Subtotal	14	20	24	8	12	36	36	28	4	2	2	4	4	2	20	\$37,030.00	216	0	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$360.00	\$37,390
7.0	Final PEIR Certification Process																										
7.1	Public Hearings (2)	4	4	4	4	0	0	0	0	0	0	0	0	0	4	4	\$3,620.00	20	600	\$420.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$4,040	
7.2	Prepare and File NOD	0	2	0	0	0	2	0	0	0	0	0	0	0	0	1	\$860.00	5	600	\$420.00	0	\$0.00	\$0.00	\$0.00	\$4,174.00	\$5,450	
7.3	Administrative Record	2	4	2	0	0	0	0	0	0	0	0	0	0	0	12	\$3,120.00	20	400	\$280.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$3,400	
	Subtotal	6	10	6	4	0	2	0	0	0	0	0	0	0	0	17	\$7,600.00	45	1600	\$1,120.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$4,174.00	\$12,890
	TOTAL HOURS	72	151	124	56	56	194	174	112	28	24	38	52	62	42	129											
	TOTAL COSTS	\$14,400	\$29,445	\$23,560	\$10,640	\$10,080	\$32,980	\$28,710	\$17,920	\$4,760	\$3,960	\$5,890	\$8,580	\$9,920	\$6,930	\$16,770	\$224,545	\$1,314	2700	\$54,390	5	\$900	\$0	\$996	\$14,082	\$269,510	

<div><div>UltraSystems</div><div>environmental • management • planning</div></div> <div>TASK COST BREAKDOWN - COUNTY OF SANTA BARBARA NEPA EA / FONSI</div>																											
Labor Categories >>>>	Principal	Senior Project Manager	Deputy Project Manager	Senior Principal Engineer	Scientist/ Engineer	Senior Planner	Associate Planner	Planner/ Environ. Analyst	Senior Biologist II	Staff Biologist I	Cultural Specialist	Archaeologist	Senior GIS Analyst	GIS Technician	Word Processor	Total		Vehicle Travel		Direct Costs		Direct Expense	TOTAL (rounded)				
	\$200.00	\$195.00	\$190	\$190.00	\$185.00	\$170.00	\$165.00	\$160.00	\$170.00	\$155.00	\$165.00	\$160.00	\$165.00	\$125.00	\$130.00	Hours	Cost	Miles	\$0.700	Subs	Markup						
Hourly Rate By Labor Category >>>>	Hours																								10%		
NEPA - ENVIRONMENTAL ASSESSMENT/FINDING OF NO SIGNIFICANT IMPACT																											
1.0	PROJECT INITIATION, PROJECT MANAGEMENT, SCOPING																										
1.1	Project Kick-off Meeting	1	1	0	1	0	1	0	0	0	0	0	0	0	0	4	\$755.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$760				
1.2	Project Management	12	12	0	4	0	8	0	0	0	0	0	0	0	0	36	\$6,860.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$6,860				
1.3	Scoping	4	6	0	0	0	6	0	0	0	0	0	4	0	2	22	\$3,910.00	150	\$105.00	\$0.00	\$0.00	\$275.00	\$4,290				
	Subtotal	17	19	0	5	0	15	0	0	0	0	0	4	0	2	62	\$11,525.00	150	\$105.00	\$0.00	\$0.00	\$275.00	\$11,910				
2.0	TECHNICAL REPORTS																										
2.1	Section 106 Consultation for Cultural Resources	2	4	0	0	0	4	4	0	0	0	4	4	0	0	2	24	\$4,080.00	0	\$0.00	\$3,500.00	\$350.00	\$0.00	\$7,930			
	Subtotal	2	4	0	0	0	4	4	0	0	0	4	4	0	0	2	24	\$4,080.00	0	\$0.00	\$3,500.00	\$350.00	\$0.00	\$7,930			
3.0	ADMINISTRATIVE DRAFT ENVIRONMENTAL ASSESSMENT																										
3.1	Prepare Administrative Draft EA	0	24	0	16	12	24	24	16	6	6	6	6	0	0	4	144	\$24,960.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$24,960			
3.2	Technical Analysis	0	6	0	4	4	4	4	4	4	4	4	4	0	4	50	\$8,270.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$8,270				
3.3	Public Draft EA	0	4	0	0	0	4	2	2	0	0	0	0	0	2	14	\$2,370.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$2,370				
3.4	Notice of Availability	0	1	0	0	0	2	0	0	0	0	0	0	0	0	3	\$535.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$540				
3.5	Public Circulation of the Draft EA	0	1	0	0	0	4	2	2	0	0	0	0	0	2	11	\$1,785.00	0	\$0.00	\$0.00	\$0.00	\$550.00	\$2,340				
	Subtotal	0	36	0	20	16	38	32	24	10	10	10	10	0	4	12	222	\$37,920.00	0	\$0.00	\$0.00	\$0.00	\$550.00	\$38,480			
4.0	FINAL EA/FONSI																										
4.1	Response to Comments	2	6	0	2	0	12	12	12	0	0	2	0	0	0	4	52	\$8,740.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$8,740			
4.2	Final EA/FONSI	2	4	0	0	0	4	2	2	0	0	0	0	0	2	16	\$2,770.00	0	\$0.00	\$0.00	\$0.00	\$330.00	\$3,100				
	Subtotal	4	10	0	2	0	16	14	14	0	0	2	0	0	6	68	\$11,510.00	0	\$0.00	\$0.00	\$0.00	\$330.00	\$11,840				
	TOTAL HOURS	23	69	0	27	16	73	50	38	10	10	16	14	4	22												
	TOTAL COST	\$4,600	\$13,455	\$0	\$5,130	\$2,960	\$12,410	\$8,250	\$6,080	\$1,700	\$1,550	\$2,640	\$2,240	\$660	\$500	\$2,860	376	\$65,035.00	150	\$105.00	\$3,500.00	\$350.00	\$1,155.00	\$70,160			